

## **Bylaws of the Mid Valley Air Park Property Owners Association, Inc. A Non-Profit Corporation**

This document consolidates bylaws adopted on March 19, 2009, and recorded in Valencia County on March 19, 2009, book 363, pages 3393(1-16), and bylaw changes approved by the membership from 2009 through 2020.

### **PREAMBLE**

Mid Valley Air Park (MVAP) is a unique aviation community. It is located in New Mexico's Valencia County, between Los Lunas and Belen. Established in the 1960s, MVAP has both commercial and residential properties and is dedicated to serving the aviation interests of its Owner Members. Facilities consist of a primary paved runway and a shorter auxiliary, landing area, connected to properties by taxiways and/or auto-plane drives. The Air Park is privately owned, maintained, funded, and operated by the Mid Valley Air Park Property Owners Association (MVAPPOA) and its Members. The paved runway, taxiways, auto-plane drives, and commercial facilities are public use, where the public is permitted access in perpetuity. The goals of the Members and their Association are:

- 1) To reside and work safely and harmoniously in a pleasant community where Members can pursue their aviation interests.
- 2) To provide a safe and desirable, aviation-oriented, residential community along with a commercial aviation community that can profitably participate with residential and on-airport aviator Members as well as off-airport aviators.
- 3) To administer, manage, and maintain MVAP, collect revenue from Members, and perform all of the other acts as set forth in these bylaws.
- 4) To promote favorable acceptance of the Air Park in the surrounding community.

**DEFINITIONS** – Words and their derivations applied to the Mid Valley Air Park governing documents shall be defined and used according to the definitions in Addendum One (1) – Definition of Terms

### **ARTICLE 1 Purpose of Bylaws**

The purpose of these Bylaws shall be to establish the procedures and policies defining how the operation and governance of the MVAPPOA shall be conducted. This document codifies the Association's operation, management, and maintenance functions to protect Members' interests; outlines Member rights; specifies the responsibilities and duties of membership; and enumerates the powers and duties of the governing body.

### **ARTICLE 2 The Association**

**Section 2.1 Incorporation** – The name of this corporation is the Mid Valley Air Park Property Owners Association, which is incorporated under New Mexico state law and IRS regulations as a domestic nonprofit [501(c)(4)] corporate Association.

**2.1.1 Registered Agent** – Shall be either the President of the MVAPPOA or the Association's legal Representative as designated by the Board.

**2.1.2** The registered office (**physical address**) of the Association shall be the physical address of the registered agent.

**2.1.3 Mailing address** shall be 11 East-West drive, Los Lunas, NM 87031, in Valencia County, New Mexico.

**Section 2.2 Title To The Common Areas** – The Association shall retain the legal title to the common areas, in perpetuity.

**Section 2.3 Extent Of Public Use** – Public use of the North-South runway and taxiway shall be permitted without limit as to time (in perpetuity). All improvements and areas identified as public use, including taxiways or auto-plane drives may be used by the public in accordance with MVAPPOA Bylaws, CC&Rs (Covenants, Conditions, and Restrictions), MVAPPOA Procedures, New Mexico state law, and any applicable Federal Aviation Administration regulations.

**Section 2.4 Assets, Common areas/property belonging to MVAPPOA Members**

The facilities for which the MVAP Board is responsible for operation and maintenance on behalf of the Members consist of the following:

**2.4.1** A primary, paved North-South runway. Runway is published as 4380 feet long x 37 feet wide. Elevation is 4836'

**2.4.2** A shorter auxiliary, East-West landing area.

**2.4.3** Taxiways and/or auto plane drives which connect properties to Runway.

**2.4.4** Auxiliary paved run-up areas, over-runs

**2.4.5** Infrastructure for the runways: Runway lights, fences, windsocks, beacon, weather and Automated Weather Observing System (AWOS).

**2.4.6** Winnie Wood Community Park – picnic tables, basketball/tennis court, flag pole, bulletin board.

**2.4.7** The Warren Janke Community Hangar/Building and contents identified in an Asset Inventory.

**2.4.8** Grounds Maintenance Equipment identified in an Asset Inventory.

**ARTICLE 3 Rights and Responsibilities of Membership**

**Section 3.1 Membership Rights** – Every person or entity who is the recorded owner of a fee or undivided interest in any lot as defined in Definitions shall be a Member of the MVAPPOA, hereinafter called a Member. The rights of membership include the right to participate in Association affairs, the right to participate in voting as described in Article 3, Section 3.2, and the right to use the Common Areas.

**Section 3.2 Voting Rights** – all Members of the Association have the right and responsibility to see that their property's eligible vote(s) is (are) represented in all membership affairs. Only Members in good standing shall be allowed to vote in person, by absentee ballot, by proxy, and/or be identified by another as their proxy.

**3.2.1 Number of Votes** Each lot shall have one vote, an improvement on that lot shall have one additional vote, and any additional properties under the same ownership shall have one additional vote, for a maximum of three (3) votes for any Member.

**3.2.2 Multiple Owners** – If more than one person or entity holds an ownership interest in said lot(s), all are Members of the Association (except for owners of units in condominium organizations), but the votes shall be limited as defined above and shall be cast as they decide

among themselves. For Condominium Organizations (as defined in the New Mexico Condominium Act), membership is limited to voting privileges by the Condominium Organization(s) (2 votes) and not the unit owners individually. Should one Condominium Organization own more than one (1) property, votes for that organization shall be limited to three (3) votes as above.

**3.2.3 Disqualification of votes** – Properties in arrears for dues, fees, and/or assessments shall not be allowed to vote.

**Section 3.3 Use Of Common Areas** – The Common Areas are intended for, and are restricted to, the use established by Association Procedures. Every Member has an equal right to use the common areas, and that right is attached to and passes with the Member's lot(s). Any Member may extend that right to the Member's family, who reside on the lot(s), guests, or to any tenant of the Member who resides on the lot(s). Guests, customers, and tenants are expected to obey all established procedures and the federal aviation regulations. Host Members are responsible for informing guests, customers, and tenants of appropriate Association procedures.

**Section 3.4 Responsibilities of Association Members** – The purchase of property in the MVAP brings with it membership rights in the Property Owners Association; membership responsibilities; Conditions, Covenants, and Restrictions (CC&Rs) compliance obligations; and financial responsibilities, that are applied to all Members. Each Association member (lot owner), the owner's tenants, guests, and invitees all are governed by and shall comply with the governing documents of the community and Association. The responsibility for compliance resides with the property owner.

**Section 3.5 Property Owner's Responsibility to Inform** – Members shall notify the Board of sale of property and/or operation of rental aircraft. MVAP property owners are obligated to keep their contact information (including email addresses and phone number) current with the MVAPPOA so that official notices and communication arrive as necessary, and for emergency communication.

**Section 3.6 Aircraft Census** – Members owning property (residential and commercial) shall provide the Association an accurate aircraft census at least annually. Census shall include the location, tail number and ownership of each aircraft based at M V A Park.

## **ARTICLE 4 – Meetings of the Association**

**Section 4.1** All business meetings of the Association shall be conducted in accordance with Robert's rules of order.

**Section 4.2** All Members shall have the right to attend and speak at all open meetings. Members wishing to speak at a Board meeting shall request they or their suggested topic be added to the Agenda. The Board shall make every effort to include these topics and allow Members to speak, time permitting. When recognized by the Chair, Members may address the topic of discussion for 2 minutes. Members may speak during the Open Forum as the last order of business prior to adjournment for up to 2 minutes. New Mexico State Law allows the Board to place reasonable time restrictions on those persons speaking.

**Section 4.3 Closed meeting** – All business meetings are open meetings. However, any portion of a meeting may be closed only if that portion is limited to consideration of one or more of the following:

**4.3.1** Legal advice from an attorney for the Board or Association;

**4.3.2** Pending or contemplated litigation; or

**4.3.3** Personal, health or financial information about an individual Member of the Association, an individual employee of the Association or an individual contractor for the Association.

**4.3.4** Personnel issues such as, Board member resignation or removal and/or member discussions of a sensitive nature.

**Section 4.4 Minutes** – The Association shall maintain a written copy of the minutes of all Association meetings, including summaries of all agenda items and formal actions taken. Minutes for the prior twelve meetings are posted on the Air Park website.

**Section 4.5 Time and Place of Meetings** – All meetings of the Association (Annual, Special, and/or Board) shall be held on the date and at such time and place within the State of New Mexico, County of Valencia, as shall be specified in the respective notices of such meetings.

**Section 4.6 Annual Meeting** – The Association shall hold an Annual Meeting at least once every thirteen months. The Annual Meeting of the Members, for the purpose of electing the Board, setting the annual dues, approving a budget, and transacting such other business as may properly come before the membership, shall be held during the fall as set by the Board.

**Section 4.7 Special Meeting** – Special Meetings of the Members shall be called at any time by the Secretary, at the request of the President, upon resolution of a majority of the Board; or by a written petition signed by Members representing not less than one-quarter (25%) of the possible votes as indicated by the Treasurer at the time the petition is submitted. The petition must contain the precise wording of the matter to be voted upon. Special Meetings for voting on published agenda may be held directly after an Annual Meeting. For a published item to be voted upon, no change may be made from the floor. The date of the Special Meeting shall not be less than thirty (30) days nor more than forty-five (45) days from the date of submission of a petition.

**Section 4.8 Notice of Annual or Special Meetings** – Written notice of every Annual Meeting or Special Meeting of the Members shall be delivered electronically, hand-delivered, or sent by mail not less than ten and no more than fifty days before the meeting. If sent by mail, the notice shall be deemed to be delivered when addressed to a lot owner at the address as it appears in the Association's records and deposited in the United States mail, postage prepaid. Meeting notices may also be conspicuously posted, posted on the Association website, posted on social media, or by other reasonable means as determined by the Board. Notice of meetings shall state the purpose for which the meeting is called, and the date, time, and place where it is to be held. Notices for Special Meetings and a ballot, shall be provided to the Members by the Secretary no later than fourteen (14) days after the date that such a request is made. Notices for Special Meetings shall state the precise wording of the matter to be voted upon, as stated in the request for Special Meeting.

**Section 4.9 – Common Area Proposals** – Meetings of Members that will include voting on proposals to transfer title to all or part of the common areas shall require forty-five (45) days advance written notice to each Member of the Association.

**Section 4.10 Methods of Voting** Annual and Special Meeting votes shall be accepted from Members present, by proxy, and by absentee ballot. Any Member wishing to vote (in person, absentee, or proxy) must be a Member in good standing. The Board shall provide a ballot for all substantive (as determined by the Board) membership votes. The precise wording of the matter to be voted upon as stated in the Special Meeting petition and the ballot shall be provided to the

Members as in Section 4.7 above. Note: New Mexico state law does not limit the method of absentee voting to paper ballots, as the law specifically allows for voting by “some other form of delivery.”

**4.10.1 Absentee Ballots** – Absentee ballots shall be signed by the MVAPPOA Member.

Absentee ballots must be received at the Association Address or delivered to an Association Director not later than three (3) days prior to the meeting.

**4.10.2 Proxy Ballots** – A MVAPPOA Member may appoint another MVAPPOA Member as Proxy to cast his/her vote at Annual Meetings or Special Meetings. The present Member so designated is called a “proxy” and the person designating him or her is called a “principal.”

A proxy vote shall be a form or letter dated and executed by a Member naming another Member (in good standing) to be the proxy. The named proxy Member shall also sign the document and provide the document to the MVAPPOA Secretary. Proxy votes are valid only for the meeting specified in the proxy form or letter.

**Section 4.11 Quorum** – Votes cast in person, by absentee, or proxy ballot are valid for purpose of establishing a quorum. At Annual and Special Meetings, the presence of Members in person, by absentee ballots, and/or by proxy as stipulated in Article 4, Section 4.10 Voting, ballots representing not less than one-third (33%) of the possible votes, as indicated by the Treasurer prior to the meeting, shall constitute a quorum.

**4.11.1 – No Quorum** – If a quorum is not present, a second meeting shall be scheduled and at least a fifteen-day (15) advanced written notice given. For the second meeting, those designated voting Members in attendance shall constitute a quorum.

**Section 4.12 Ballots** – All ballots cast at any Association meeting shall be retained by the Secretary until the minutes of that meeting are approved at the next scheduled Board meeting, unless challenged. During this period, the ballots shall be available for examination by any Member, but shall remain in the physical possession of the Secretary. If challenged, they shall be retained until the next scheduled Board meeting following settlement of such challenge.

### **Section 4.13 Board Meetings**

**4.13.1 Notice Of Board Meetings** – Notice of every monthly or special meeting of the Board shall be served, to each Member, personally, by electronic mail, telephone, postal mail, or by conspicuous posting not less than seven (7) days before the meeting. Such notice shall state the agenda, the date, time, and place where the meeting is to be held. In the event of an emergency, any notice possible under the circumstance shall suffice.

**4.13.2 Quorum** – At all meetings of the Board, the presence of three (3) of the directors shall constitute a quorum.

**4.13.3 Monthly Meetings** – The Board shall meet monthly to conduct routine Air Park business. These meetings are open to Members (see also Section 4.2). Date, time, and place of these meetings shall be determined by the Board. The Board shall make every effort to include Member Identified topics and allow Members to voice their opinions, time permitting. Minutes of meetings shall be made available to any Member upon request and posted on the MVAP website.

**4.13.4 Special Board Meetings** – Special Board meetings may be called at any time by the Secretary upon request of the President or no less than two Directors. Such Special Meetings shall be for the transaction of business as stated in the notification of said meeting. Transaction of other business shall require approval by a quorum of the directors.

**4.13.5 Legal Meeting** – Any meeting at which a quorum is present and proper notice was given according to these bylaws shall constitute a legal meeting. The Secretary or an alternate designated by the President shall keep records of the meeting and shall record the official actions of the Board.

**4.13.6 Informal Action** – The Board may take action without a formal meeting. The action taken must be ratified by a majority of the directors at the next scheduled Board meeting. The results of such action shall be made known to all the directors as soon as possible.

## **ARTICLE 5 Board of Directors**

**Section 5.1 Number and Qualifications** – There shall be five (5) Directors (four Officers and a Member-at-Large), and one (1) Alternate. Any Association Member who is in good standing and at least 21 years of age may be elected and serve as a Director. All Members of the Board of Directors shall maintain membership in good standing.

**Section 5.2 Election of Directors** – Directors shall be elected by a majority vote at the Annual Meeting. Directors and/or alternate elected at the Annual Meeting will attend Board meetings for the remainder of the year and will be installed and assume their duties on January 1.

**5.2.1 Election of Officers** – There shall be an organizational meeting of all directors within two (2) weeks after the Annual Meeting. At this meeting, the Board shall select its officers consisting of a President, Vice President, Secretary, Treasurer, and Member-at-large. No two offices may be held by the same person except temporarily in the case of vacancies.

**Section 5.3 Term of Directors** – Directors shall serve a term of two (2) years, but may not serve more than two (2) terms, including partial terms, in succession. Three (3) directors shall be elected each odd-numbered year, and two (2) directors and one (1) alternate shall be elected each even-numbered year at Annual Meeting and continue in office until his/her successor is elected and qualified, or until resignation or removal, in accordance with the bylaws. The alternate may be elected in an off-numbered year if the previous alternate became a director.

**5.3.1 Term of Officers** – Officers term shall be one (1) year. Officers may serve successive terms.

**Section 5.4 Certification** – Within ninety days after being elected or appointed to the Board, each Board Member shall certify in writing to the Secretary of the Association that the Member:

**5.4.1** Has read the community documents;

**5.4.2** will work to uphold the community documents and policies to the best of the Member's ability;

**5.4.3** will faithfully discharge the Member's duties to the Association.

**5.4.4** A Board Member who does not file the written certification pursuant to Section 5.4 shall be suspended from the Board until the Member complies with Section 5.4.

**5.4.5** The Association shall retain each Board Member's written certification for inspection by lot owners for five years after the Board Member's election or appointment. The failure of an Association to have a Board Member's written certification on file does not affect the validity of any action taken by the Board or any protections provided to Board Members under the Homeowner Association Act.

**5.4.6** Directors are protected from liability only if Directors on the Board act in accordance with the Community Documents (Articles of Incorporation, Bylaws, CC&Rs).

**Section 5.5 Authority** – The Board has the authority to act on behalf of the Association and its Members and manage the Affairs of the POA.

**5.5.1** The Board may execute, in the name of the Association, contracts and other instruments that do not exceed the approved total annual budget by more than 10%, provided that money exists in reserves or other line item(s). Contracts and other instruments which exceed a budgeted line item must be approved by the Board.

**5.5.2** The Board has the authority to transfer monies between line items in the approved budget up to 10% of the total budget. Transfers in excess of 10% of the total budget shall require approval by vote of the membership at a Special Meeting convened for that purpose.

**5.5.3** If sufficient funds are not available to cover required expenditures, the Board shall call a Special Meeting requesting approval of the Members to revise the budget or to make a special assessment to cover the requirement(s).

**5.5.4** All five (5) directors shall have the authority to sign Association checks. All checks must be signed by the Treasurer and one other director. The President may designate a substitute signatory in the absence or disability of the Treasurer.

**5.5.5** The Board may establish procedures.

**Section 5.6 Remuneration** – the Members of the Board of directors shall serve without pay.

**Section 5.7 Resignation Or Removal Of Directors** – Any director may resign at any time by giving thirty (30) days written notice to the Board. Any director may be removed at any time by a majority vote of the Members present at any legal membership meeting provided notice of such action was included in the notice of that meeting. Written notice of removal must be provided to the affected director within thirty (30) days of the membership's action. Directors must remain eligible as defined in Article 5 Section 5.1 to continue to serve.

**5.7.1** Any officer holding an office may resign his/her office at any time by giving thirty (30) days written notice to the Board.

**Section 5.8 Vacancies** – A vacancy in any office of the Board because of death, resignation, failure to provide certification see Section 5.5, or failure to maintain membership qualification shall be filled firstly by the Alternate and secondly by a majority vote of the remaining Directors until the next Annual Meeting. If, during the time between Annual Meetings, three or more vacancies occur within a 30-day period, the vacancies shall be filled by a vote of the membership at a Special Meeting convened for that purpose.

## **ARTICLE 6 Duties and Responsibilities Assigned to Directors and Officers of the Board**

### **Section 6.1 Duties and Responsibilities Common to all Directors**

**6.1.1** Follow appropriate position guidelines as set forth in *Robert's Rules of Order Newly Revised*, - "Duties of the Presiding Officer, Treasurer, Secretary, etc."

**6.1.2** Directors, in the performance of their duties, shall exercise the degree of care and loyalty required of a fiduciary of the lot owners with reasonable care, free from any undisclosed conflict of interest.

**6.1.3** Develop a working knowledge of the Community governing documents and certify as required.

**6.1.4** Implement, administer, and enforce the governing documents, and represent the common interests of the membership in all matters brought before the Board.

**6.1.5** Board Members shall serve as a central point-of-contact for Association Members and external entities.

**6.1.6** Attend Board meetings, actively participate in and facilitate the business of the Association. Present motions and vote as a member of the Board.

**6.1.7** Directors may serve as a Board liaison to one or more of the following committees or entities (see also Article 7 – Committees):

6.1.7.1 Hoovey – non voting

6.1.7.2 Architectural

6.1.7.3 Experimental Aircraft Association (EAA) – non voting

6.1.7.4 Airport/Runway Operations

6.1.7.5 Runway Use Fee Advisory

6.1.7.6 Operations

6.1.7.7 Bylaws, Covenants, Conditions, & Restrictions (CC&Rs)

**6.1.8** Ensure the ongoing service of committees through support, participation, guidance, and/or recruitment. Assist committees in the preparation of annual budget requests. Also assist committees in the interpretation and implementation of the Association's governing documents.

**6.1.9** The Board shall recommend a budget annually. The proposed budget will be voted on at the annual meeting, the approved budget will be available to lot owners/Members upon request.

**6.1.10** The Board shall provide to all lot owners, who request it, a statement listing all fees and fines that may be charged to a lot owner by the Association including charges for a disclosure certificate pursuant to Subsection H of Section 47-16-12 New Mexico Statutes Annotated (NMSA) 1978.

**6.1.11** Volunteer to assist with other duties on the Board as requested.

**Section 6.2 President** – The President shall guide, direct, and facilitate the business of the Association. Duties include but shall not be limited to:

**6.2.1** Serve as chief executive officer of the Association and address any other matters affecting the MVAPPOA.

**6.2.2** Call such meetings as shall be necessary to conduct the business of the Association, prepare with assistance from the Board, the meeting agendas. Give or cause to be given the notices required by the governing documents for meetings of Members and/or the Board.

**6.2.3** Preside over all Board, general membership, annual, and special meetings.

**6.2.4** Take responsibility for execution of Board and Association policies.

**6.2.5** Supervise the affairs and property of the Association. Represent the MVAPPOA before public tribunals, committees, legislative or Judicial bodies or other political bodies as required. In his/her discretion, the President may appoint substitute representatives for these purposes.

**6.2.6** Perform all acts inherent to the Office of President and perform other duties as specified in the governing documents of the Association.

**6.2.7** Appoint committees and chairs of committees with the advice and consent of the Board. Receive reports of committees and act upon committee reports and recommendations as appropriate.

**Section 6.3-Vice President** – Duties of the Vice President include but shall not be limited to:



**6.3.1** At the request of the President, or in the absence or disability of the President, assume all the duties and responsibilities of the President including presiding over meetings. In such instance(s) the Vice-President shall have all powers of and be subject to all of the restrictions on the President.

**6.3.2** Inventory – Maintain a physical inventory of Association assets and of their location.

**6.3.3** Assist the Secretary and Treasurer to maintain a current and accurate list of property owners and their current addresses, and assist the Use Fee Advisory Committee and Airport Manager to maintain aircraft census.

**6.3.4** Perform all the duties inherent to the office of the Vice President and such other duties as may from time to time be assigned by the President and approved by the Board.

**Section 6.4 Treasurer** – The Treasurer shall organize, manage, oversee and monitor the financial affairs and condition of the Association as required in these governing documents. The Treasurer shall be bonded at Association expense. The duties of the Treasurer include, but shall not be limited to:

**6.4.1** Take charge and custody of and be responsible for all funds of the Association.

**6.4.2** Keep or cause to be kept, accurate and adequate **financial records** generated during his/her tenure as Treasurer (records of the assets, liabilities, and transactions of the Association) by such procedures as shall be established by the Board. Turn all such records over to his/her successor in office, in good order. Coordinate and monitor financial matters with the Association's bookkeeping and accounting firms if such contractual arrangements exist.

**6.4.3** Deposit all monies and other valuable effects of the Association in such banks, trust Companies, or other depositories as may be designated by the Board.

**6.4.4** Identify, monitor and follow up delinquent member accounts. File liens as appropriate. Recommend foreclosure actions.

**6.4.5** Present to the Board a monthly financial report and a yearly report at the annual property owner's Association meeting that defines the Association's income and expense in an easily understood format.

**6.4.6** Prepare Association Corporate Reports and tax return data. Works with Audit Firm to conduct required financial reviews.

**6.4.7** Prepare with Board input an annual budget prior to the Annual Meeting.

**6.4.8** Monitor the approved budget for expenditures for conformity.

**6.4.9** Serve as the Board liaison on the Budget and Financial Planning Committee (non-voting) if constituted.

**6.4.10** Perform all the duties inherent to the office of the Treasurer and such other duties as may from time to time be assigned by the President and approved by the Board.

**Section 6.5- Secretary** – Duties of the Secretary include but shall not be limited to:

**6.5.1** Accurately develop, or cause to be developed, minutes of the Association as a record of what actions were taken, and what was accomplished at all annual, special, and Board meetings. Compile copies of any and all reports, requests, and appeals submitted at Board meetings and annual meetings. These documents shall be appended to and shall become a part of the official minutes filed in the Association records.

**6.5.2** Communicate, or cause to be communicated, by posting on the Association website the official minutes of all annual, Board, and special meetings of the Association within five (5) business days from the Board's formal approval of such minutes.

**6.5.3** Maintain the official Board and Association membership rosters.

**6.5.4** Notify the Board and Members of upcoming meetings and include proposed agenda.

**6.5.5** In conjunction with Treasurer, take possession of and maintain the official books, records, and papers of the Association. Preserve and organize the Association files so as to make such documents readily available.

**6.5.6** Record or cause to be recorded, in legal and appropriate manner all Board resolutions, Conditions, Covenants, & Restrictions amendments, Bylaw amendments and all other such legal documents of the Association. Records of all filings and recordings shall be maintained in specific sections of the Association files.

**6.5.7** Perform all duties inherent to the office of Secretary and such duties as may from time to time be assigned by the President and approved by the Board.

**Section 6.6- Member at Large** – Duties of the Member at Large include but shall not be limited to:

**6.6.1** Present motions and vote as a member of the Board.

**6.6.2** Serve on one standing committee as a voting member. Assist with other duties on the Board as requested. See also Section 6.1.1 Duties common to all, and Section 6.1.2 General Duties of Board Members.

**Section 6.7 – Alternate** – Duties of the Alternate include:

**6.7.1** Assume the duties of a Director after a vacancy on the Board.

**6.7.2** Attend meetings of the Board to stay informed on Board activities. The Alternate shall not vote unless permanently assuming duties of another director.

**6.7.3** Volunteer to assist with other duties on the Board as requested.

## **ARTICLE 7 Committees**

**Section 7.1 Appointments** – The Board may, by resolution, appoint Members of the Association to committees with such functions, powers, and duties as the Board shall determine or as defined in approved committee charter. A non-Member may be asked to serve as a consultant to a committee. Each committee may have one director as a member who shall serve as a liaison to the Board. The following committees shall be considered standing committees: Architectural; Airport Operations; Operations; Bylaws, Covenants, Conditions, & Restrictions (CC&Rs); and Use Fee Advisory.

**Section 7.2 Architectural Committee** – Reviews improvements and planning for new construction and modification to properties in the Air Park. See Addendum Three (3) for Committee Charter and procedures.

**Section 7.3 Airport Operations** – Committee oversees and manages the runway, taxiways, airstrip facilities. Airport Manager Chairs this committee, if constituted. See Addendum Seven (7) for Committee Charter and procedures.

**Section 7.4 General Operations** – Committee oversees and manages MVAP common use areas. Committee Chair may be a Board Director. Members of this committee include the Grounds

Maintenance Manager, Roads Team Coordinator, and Janke Building coordinator. See Addendum Eight (8) for Committee Charter and procedures.

**Section 7.5 Bylaws and CC&Rs Committee** – Committee processes are outlined in Addendum Four (4) to these Bylaws. Updates and recommends changes to Bylaws and CC&Rs. Handles the declaration enforcement process.

**Section 7.6 Use Fee Advisory Committee** – Standing committee made up of a representative sample of Members (3 commercial, 3 residential) whose purpose is to recommend the various use fees to the Board. The committee is also responsible for maintaining the aircraft census with the Vice-president as the board liaison. Committee processes are outlined in Addendum Six (6) to these Bylaws. Committee is authorized to contact property and aircraft owners to seek information as needed.

## **ARTICLE 8 – Dispute Resolution**

**Section 8.1 Community Document Transgressions and Declarations Enforcement** – The Board or any Member, where appropriate, may enforce the Declarations, Bylaws, or Procedures by any proceeding of law or in equity against any person violating or attempting to violate the Declarations, Bylaws, or Procedures, either to restrain violations, to require specific performance, or to recover damages. The failure by the Board or any Member to enforce the Declarations, Bylaws, or Procedures on any occasion shall not be a waiver of the right to do so thereafter.

**8.1.1 Declarations Enforcement** – The Association shall follow the policy and procedures addressed in the Bylaws, Covenants, Conditions, & Restrictions (CC&Rs) Committee Charter which includes providing written notice and an opportunity to dispute an alleged violation of the Community Documents. (see Addendum Four (4)) Failing a satisfactory resolution, the Association may:

**8.1.1.1** Levy reasonable fines for violations of or failure to comply with any provision of the community documents; and

**8.1.1.2** Suspend, for a reasonable period of time, the right of a lot owner or the lot owner's tenant, guest or invitee to use common areas and facilities of the Association.

The violations in this Section are for other than failure to pay dues, fees, and/or assessments as required in other sections of the Bylaws.

**Section 8.2 Dispute Resolution** – A lot owner or the Association may use any process in lieu of litigation to prevent or resolve disputes, including mediation, facilitation, regulatory negotiation, settlement conferences, binding and non-binding arbitration, fact-finding, conciliation, early neutral evaluation and policy dialogues, for complaints between the lot owner and the Association or if such services are required by the community documents.

The Board shall convene an ad hoc committee to attempt to resolve conflicts between one Member and another. The Board shall appoint one Board Member, not involved in the dispute, to head an informal mediation panel of three, composed of him/herself, and one Member chosen by each party. This informal mediation committee shall attempt to resolve the problem and may use the legal advice of the Air Park attorney, at no charge to any of the Members. The findings of the ad hoc mediation committee concerning the matter shall be documented in memo form to the Board and held by the Association Secretary, along with the original letter of complaint, for later reference by

any Member. If all parties agree, the matter may be submitted to binding arbitration as outlined in Section 8.3 of these bylaws.

**Section 8.3 Member vs. Association Monetary Disputes** – disputes concerning the amount of dues, fees, or assessments may be submitted by a Member to binding arbitration before a panel of three (3) arbitrators within the time frame allowed above. The Member and MVAPPOA shall each select one arbitrator, and the two arbitrators shall select a third arbitrator. To submit the matter to arbitration, a Member shall make written demand upon MVAPPOA, indicate the specific issue in dispute, and identify his/her selection of arbitrator by name, address, and telephone number. Within fifteen (15) days from receipt of the demand for arbitration, MVAPPOA shall advise the Member in writing of its selection of arbitrator by name, address, and telephone number. The third arbitrator shall be selected within ten (10) days after MVAPPOA identifies the arbitrator it selected, unless the parties agree to extend the time period. If the third arbitrator is not selected within the time frame allowed or agreed upon, either side may petition the state district court for Valencia County to appoint the third arbitrator. In no event shall the third arbitrator be a current Member of MVAPPOA. Arbitration hearings shall take place in Valencia County, New Mexico, at a time and place designated by the arbitrators. The parties shall share equally the fees and costs of the arbitration, if any. The decision power and authority of the arbitrators is limited to only those issues that pertain to the amount of money in dispute. The arbitrators shall be governed and bound by the findings, conclusions, judgments, and orders entered by the Court in Case Nos. VA-95-068 and VA-95-123, Thirteenth Judicial District, Valencia County, New Mexico. Any award rendered in the arbitration shall be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction pursuant to the New Mexico uniform arbitration act.

## **ARTICLE 9 Dues, Fees, and Assessments**

**Section 9.1 Member's Obligation For Dues, Fees, And Assessments** – The annual dues, fees, and special assessments shall be charged to, and shall be the obligation of, the Member who is the legally recorded owner at the time the dues, fees, or special assessment become due. No discounts shall be allowed for multiple lots or early payment.

**Section 9.2 Appeals Process** – Any disagreement with, or hardship(s) pertaining to the amount or payment of dues, fees, or assessments shall be submitted in writing to the Board within thirty (30) days of notification of said dues, fees, or assessments. The Board shall then respond within fifteen (15) days of the Member's appeal. If, after the Board's written notification of its decision, an agreement cannot be reached within fifteen (15) days, the matter of the disputed amount shall be submitted to binding arbitration, as defined in Section 8.3, by the objecting Member. Member has not more than fifteen (15) days to submit to arbitration. Failure to submit the matter to arbitration in a timely manner permits immediate filing of the lien and foreclosure by the Board. See Section 9.5 of this Article for schedule.

**Section 9.3 Dues and Fees** – Dues and fees shall be allocated and apportioned based upon the "Runway Access Fee Agreement" of the 3&3 Committee appointed by Judge Ashby, as amended by Court Order, September 12, 1997. (see Exhibit "2", No. VA 95-068CV and No. VA 95-123CV Consolidated.) If a conflict arises between these Bylaws and this Court Order, the Court Order shall take precedence.

**9.3.1 Allocation** – All runway use/access fees (as identified in Section 9.6) and 62% of any membership dues increase (from 1997 forward) shall be maintained in a separate account called

a Runway Account and used solely for the purpose of maintenance, repair, lighting, taxes, insurance, prairie dog/weed control, mowing, and similar activities necessary for operations and improvement of the runway, taxiway, and Elaine drive.

**Section 9.4 Dues Responsibilities** – Each Member of the Association shall pay to the Association for each lot owned:

**9.4.1 Annual Dues** – Annual dues as set at the Annual Meeting.

**9.4.2 Special Assessments** – As set at the Annual or a Special Meeting.

**9.4.3 Runway Access and/or Use Fees** – See Section 9.6 below.

**9.4.4 Penalties** – Penalty at the rate (1%) per month from the date of delinquency until resolved.

**9.4.5 Costs** – Cost of collection; including attorney's fees, recording fees, abstracts or title search, and court costs.

**9.4.6 Lien** – The dues, fees, and special assessments shall be a charge and a continuing lien on the lot(s) against which the dues, fees, and special assessments are made.

**9.4.7 Fines** – Assessing fines requires due process and Board approval. Fines may be assessed, based on Covenant Committee recommendations, regarding transgression(s) of Bylaws, or CC&Rs. A yearly notice of Bylaws, CC&Rs Committee process and fines will be sent to each member in compliance with NM State law.

**Section 9.5 Dues Schedule** – All dues and fees are payable for the current fiscal year per the schedule below:

<b>9.5.1</b> Beginning of Fiscal Year .....	September 1
<b>9.5.2</b> Annual Dues Set by Membership Vote .....	at the Annual Meeting
<b>9.5.3</b> Bills mailed for current Fiscal year's dues .....	November 1
<b>9.5.4</b> Dues and fees reminder sent .....	December 1
<b>9.5.5</b> Member's Appeal due .....	December 1
<b>9.5.6</b> Board's response due to Member Appeal regarding dues and fees .....	December 15
<b>9.5.7</b> Annual dues and fees due to Association .....	December 31
<b>9.5.8</b> Annual dues and fees delinquent, request for arbitration due .....	January 1
<b>9.5.9</b> Final notice before filing lien for Member not in arbitration .....	January 11
<b>9.5.10</b> Arbitration begins, if requested, regarding dues and fees .....	January 25
<b>9.5.11</b> Lien filed on delinquent Member not in arbitration .....	January 31
<b>9.5.12</b> Board may foreclose on delinquent Member not in arbitration .....	May 1
<b>9.5.12</b> End of Fiscal Year .....	August 31

**Section 9.6 Fees related to Aircraft** – Each Member of the Association shall pay to the Association, for each lot owned, runway access and/or use fees based on the following information.

**9.6.1 Member Owned Aircraft** – Payment of membership dues allows a Member to have as many aircraft as are personally wholly owned and not pay a runway use fee, provided the aircraft is not available for rental or instruction.

**9.6.2 Member Exemption** Members in good standing of the MVAPPOA who have no wholly owned aircraft based at MVAP can base one tenant aircraft on their lot which is exempt from runway use fees. The tenant aircraft shall not be available for rental or instruction or a runway use fee must be paid.

**9.6.3 Aircraft Census process** The Runway Use Fee Advisory Committee shall work with Members and the Airport Manager to maintain an updated inventory of all aircraft and ultralights based at MVAP or based on property having taxi-access to the runway-taxiways. One purpose of this inventory is to identify tenant aircraft. Members shall provide the Association an accurate aircraft census at least annually. Census shall include the location, tail number and ownership of each aircraft based at MVAP.

**9.6.4 Tenant Aircraft Fees** – Tenant aircraft shall pay a runway use fee at the rate of 62% of the annual membership dues per aircraft for each of the first six aircraft. Beyond the first six aircraft, the rate shall be 35% of the annual membership dues for each aircraft. No discounts shall be allowed on these fees. Aircraft not based at MVAP for a full year shall pay a fee prorated to that portion of the year actually based at MVAP. This runway use fee shall be paid by the Member on whose property the tenant aircraft is actually based. The payment shall be due at the same time and subject to the same penalties as the membership dues.

**9.6.5 Rental, Training, Charter Aircraft Fees** – Aircraft based at MVAP used for rental, flight training, chartering, or similar flight operations shall pay 62% per aircraft (1 tenant aircraft equivalent) of membership dues in addition to any other assessments. For example: if a tenant aircraft is used for flight training the fee will be in addition to the normal tenant aircraft assessment.

**9.6.6 Non-flyable Aircraft** – non-flyable aircraft stored at MVAP shall not be assessed a runway use fee. See definitions, Addendum One.

**9.6.7 Commercial Zone Rental Fees** – For Members/owners of commercial lots who only rent or lease hangar and/or tie-down spaces, the fee for tenant aircraft will be based on a count of the usable hangar and/or tie-down spaces in lieu of an actual aircraft count until operator/lot owner provides an actual count (census) of flyable aircraft, to the MVAPPOA Board (Runway Use Fee Advisory Committee), prior to the billing period.

**9.6.8 Commercial Zone Services Fees** – Members/owners who are commercial operators of aircraft maintenance/services or lease to commercial services, shall pay Runway Use Fee based on the relative amount of runway use their operation generates as determined by the Member and the Runway Use Fee Advisory Committee, prior to the billing period. This is in addition to any applicable membership dues and runway access fees assessed for any actual tenant aircraft based (tied down or hangared) at their properties.

**9.6.9 Off Air Park Owners** – Off Air Park property owners whose property allows “aircraft taxi” access to MVAP and who have aircraft that use the runway shall pay 100% of membership dues for each aircraft based on their property that use the runway. Owner shall provide the Association an accurate aircraft census at least annually. Census shall include the location, tail number and ownership of each tenant aircraft with “aircraft taxi” access.

**Section 9.7 Special Assessments** – The Association, with the assent of the majority vote of the membership, may levy in any year, in addition to the annual dues and fees, a special assessment. The purpose, amount, and due date of the special assessment shall be fixed in the levying resolution.

Voting shall be in accordance with Article 3 Section 3.2, and Article 4 Section 4.10. Monies assessed shall be used by the Board to fulfill the purpose of the special assessment(s) stated in the levying resolution. Any excess shall be deposited in the Association's account.

**9.7.1 Assessment Schedule** – Non payment of Special Assessments shall have penalties and liens applied based on a schedule outlined in the levying resolution and commensurate with the dues schedule.

**Section 9.8 Record Keeping** – The Association shall send each Member a notice of the amount and due date of the annual dues, fees, and assessments as determined at an Annual Membership or Special meeting. The Association shall keep accurate records of the amounts of the dues, fees, and assessments for each Member, the due dates and the payments thereon, which shall be kept by the Treasurer and open to inspection by any Member. The Association shall also provide yearly notice to each Member that the Bylaws, CC&Rs Committee Procedures regarding compliance, and Fine schedule are available on the MVAP website or by contacting a Member of the Board.

**Section 9.9 Fee Recovery** – A court may award attorney fees and costs to any party that prevails in a civil action between a lot owner and the Association based upon any provision of the CC&Rs or Bylaws; provided that the CC&Rs or Bylaws allow at least one party to recover attorney fees or costs.

**Section 9.10 Fines** – The Board may levy fines upon the recommendation of the Bylaws, Covenants, Conditions, & Restrictions (CC&Rs) Committee, after following the procedures outlined in the Bylaws, CC&Rs Charter (Addendum Four (4)) and establishment of a fine schedule approved by the Membership.

## **ARTICLE 10 Miscellaneous Provisions**

**Section 10.1 Duration** – These bylaws are in effect until amended or eliminated based on voting by the Association. See Article 11.

**Section 10.2 Application** – All real property within the subdivisions and land parcels which comprise the MVAP is subject to the Declarations existing or as amended. Members must comply with the provisions of the Declarations, Articles of Incorporation, Bylaws, CC&Rs, or Procedures of MVAPPOA.

**Section 10.3 Bylaws Legal Conflict** – If there is a conflict between a provision of these bylaws and a mandatory provision of the Articles of Incorporation, the Articles of Incorporation shall control. If there is a conflict between a provision of these bylaws and a mandatory provision of the laws of New Mexico, the mandatory provision of the laws of New Mexico shall control. If there is a conflict between the MVAPPOA Covenants, Conditions & Restrictions (Residential or Commercial) and the Bylaws, these Bylaws shall prevail.”

**Section 10.4 Fiscal year** – The fiscal year of the Association begins the first day of September and ends the last day of August the following year.

**Section 10.5 Financial Audit** – At least every three years, the Board shall provide for a financial audit, review or compilation of the Association’s records in accordance with generally accepted accounting principles by an independent certified public accountant and shall provide that the cost

thereof be assessed as a common expense. The audit, review or compilation shall be made available to lot owners within thirty calendar days of its completion.

**Section 10.6 Loans** – No loans shall be contracted on behalf of the Association unless recommended by the Board and approved by a majority vote of Association Members.

**Section 10.7 Commercial paper** – All checks, drafts, and other orders for the payment of money out of the funds of the Association, and all notes or evidences of indebtedness of the Association, shall be executed on behalf of the Association by

**Section 10.8 Deposits** – All funds of the Association not otherwise employed shall be deposited to the credit of the Association in such banks, trust companies, or other depositories that the Board may select, or as may be selected by any officer to whom such power may be delegated by the Board. The Board may designate any officer to endorse, sign and deposit checks, drafts and other orders for the payment of money which are payable to the Association.

**Section 10.9 Unspecified matters** – unless otherwise specified by these bylaws, all matters shall be determined by majority vote of the membership.

**Section 10.10 Document Fees** – Notwithstanding any local ordinance or ordinance enacted by a home rule municipality, an Association may impose reasonable charges not to exceed three hundred dollars (\$300) for preparation of a disclosure certificate as required by the Homeowner Association Act, to be collected at the time of closing; provided that the transaction closes.

## **ARTICLE 11 Amendment of Bylaws**

**Section 11.1 Procedure to Amend** – These bylaws may be amended at an Annual Meeting, a Special Meeting, or by absentee voting; provided such amendments have been presented to the membership in written form or electronic portable document format thirty (30) days prior to the meeting. Ratification requires affirmation (yes vote) of sixty-six percent (66%) of the possible votes, as indicated by the last annual dues statement.

**Section 11.2 Who may propose amendments** – Members may send proposed amendments to the President at any time. Those amendments received too late to appear in written form, as described above in Section 1, may be presented at the next Annual or Special Meeting.

**Section 11.3 Effective date of amendments** –all amendments voted on and passed shall become effective immediately.

## **ARTICLE 12 Liability of Officers, Directors, and Members**

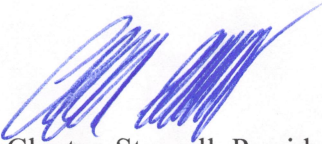
**Section 12.1 Interested Parties** – In the absence of fraud, no transaction of the corporation will be affected because an officer, director, or Member of the corporation is interested in the transaction. Such interested parties will be counted for quorum purposes and may vote when the corporation considers the transaction. In the absence of fraud, such interested parties will not be liable to the corporation for the party's profits, or the corporation's losses, from the transaction.

**Section 12.2 Indemnification** – The corporation will indemnify and defend each of its officers, directors, and Members, to the full extent permitted by law, against all claims and actions against



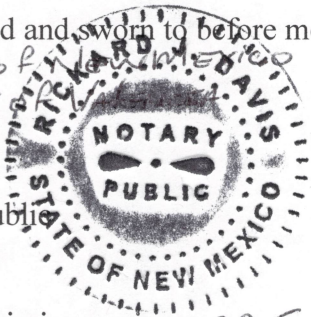
any such person by reason of the fact that the person is or was an officer, director or Member of the corporation.

Mid Valley Air Park Property Owner's Association  
11 East-West Drive  
Los Lunas, NM 87031

  
Clayton Stansell, President

Subscribed and sworn to before me on this 27<sup>th</sup> day of February, 2021. by Clayton Stansell  
STATE OF NEW MEXICO  
County

Notary Public



Richard J. Davis  
Richard J. Davis

My commission expires: 29 February 2024

**Addendums:**

Addendum One (1) – Definition of Terms

Addendum Two (2) – Map of Mid Valley Air Park

Addendum Three (3) – Architectural Committee (A Standing Committee) Charter and Procedures

Addendum Four (4) – Bylaws, Covenants, Conditions, & Restrictions (CC&Rs) Committee (A Standing Committee) Charter and Procedures

Addendum Five (5) – Fine Schedule

Addendum Six (6) – Runway Access Fee Agreement as modified by Court Order and Use Fee Advisory Committee Charter

Addendum Seven (7) – Airport Operations Committee (A Standing Committee) Charter and Procedures

Addendum Eight (8) – Operations Committee (A Standing Committee) Charter and Procedures

Recommended by the Bylaws Revision Committee October 17, 2020

Recommended by the MVAPPOA Board of Directors November 2, 2020

Approved by MVAPPOA Membership January 9, 2021